

EXHIBIT D

1 **QSKÖÖ**

Hon. Nicholas B. Straley

2 **GEGÍ ÁT OBY ÁEÍ ÁFGKHGÁUT**
3 **SQÖÖUWÖVÝ**
4 **ÙWÚÖÜWÜÅÖUWÜVÅÖÖÜS**
5 **ÖEÖSKÖÖ**
6 **ÖÖEÜÖÅKGÍ EÖFFÍ Í Í EJÅÖE**7
8
9 SUPERIOR COURT OF THE STATE OF WASHINGTON
10 FOR KING COUNTY

GLEN BEACH and TANA BEACH, Plaintiffs, vs. TEXACO INC.; BERRYMAN PRODUCTS, INC.; THE SAVOGRAN COMPANY; W.M. BARR & COMPANY, INC.; UNION OIL COMPANY OF CALIFORNIA, Successor-in-Interest to American Mineral Spirits Company; ASHLAND, INC.; ASHLAND CHEMCO, LLC; HOUGHTON CHEMCIAL CORPORATION; UNITED STATES STEEL CORPORATION; SHELL US, INC.; UNIVAR SOLUTIONS USA, LLC; PPG INDUSTRIES, INC.; THE SHERWIN-WILLIAMS COMPANY, Successor-in-Interest to Dupli-Color, Inc.	Case No.: 25-2-11766-9 SEA FIRST AMENDED COMPLAINT FOR DAMAGES [Clerk's Action Required]
Defendants.	

19 Plaintiffs GLEN BEACH and TANA BEACH allege as follows:

20
21 **I. VENUE AND JURISDICTION**22 **1.1** Jurisdiction is appropriate in this Court by reason of RCW 2.08.010.23
24 FIRST AMENDED COMPLAINT
FOR DAMAGES – Page 1 of 1725 **WATERS KRAUS PAUL &
SIEGEL LLC**
3141 HOOD STREET, SUITE 700
DALLAS, TEXAS 75219
(214) 357-6244 - FACSIMILE (214) 357-7252

1.2 Venue in King County, Washington is proper under RCW 4.12.020 and .025 in that defendants conduct business in King County. Venue is proper in King County, Washington pursuant to RCW 4.12.025, because one or more of the Defendants, including but not limited to TEXACO INC., SHELL US, INC., PPG INDUSTRIES, INC. and THE SHERWIN-WILLIAMS COMPANY are considered to reside in King County, Washington by virtue of conducting business in King County, Washington.

1.3 Personal jurisdiction over defendants has been or will be obtained by service of process effected pursuant to 4.28.080. Specific personal jurisdiction exists over each and every Defendant because they purposefully availed themselves of the rights and protections of the State of Washington and because they committed tortious acts that form the basis for the Plaintiffs' cause of action in the State of Washington by exposing the GLEN BEACH to gasoline and benzene in the State of Washington.

1.4 There is no diversity of citizenship. Defendants ASHLAND, LLC, UNIVAR SOLUTIONS USA, LLC and ENERGY TRANSFER (R&M), LLC are limited liability companies which, upon information and belief, have at least one unit holder which is a citizen of Mississippi.

II. PARTIES

2.1 Plaintiffs GLEN BEACH and TANA BEACH are citizens of the State of Mississippi and live in Pearlington, Mississippi.

2.2 Defendant **TEXACO INC.**, is a Delaware Corporation with its principle place of business located in San Ramon, California, and at all times relevant herein was and is

1 doing business in the State of Washington and in King County, and may be served with
2 process by serving its registered agent: Prentice Hall Corporation System, 300 Deschutes
3 Way SW, Suite 304, Tumwater, WA 98501. Defendant manufactured, produced, processed,
4 marketed, distributed and sold benzene-containing gasoline and benzene-containing Texaco
5 Rubber Repair Kit.

6 **2.3** Defendant **BERRYMAN PRODUCTS, INC.** is a Texas Corporation with its
7 principal place of business located in Arlington, Texas, and at all times relevant herein was
8 and is doing business in the State of Washington and in King County, and may be served
9 with process at its headquarters, 3800 E. Randol Mill Road, Arlington, Texas, 76011.
10 Defendant manufactured, produced, processed, marketed, distributed and sold benzene-
11 containing B-12 Chemtool.

13 **2.4** Defendant **THE SAVOGRAIN COMPANY** is a Massachusetts Corporation
14 with its principal place of business in Norwood, Massachusetts, and at all times relevant
15 herein was and is doing business in the State of Washington and in King County, and may be
16 served with process on its President, Mark Monique, 34 Miller Ave, Framingham,
17 Massachusetts 01702. Defendant manufactured, produced, processed, marketed, distributed
18 and sold benzene-containing Kutzit.

19 **2.5** Defendant **W.M. BARR & COMPANY, INC.** is a Tennessee Corporation
20 with its principal place of business in Memphis, Tennessee , and at all times relevant herein
21 was and is doing business in the State of Washington and in King County, and may be served
22 with process at its headquarters located at 1715 Aaron Brenner Drive, Suite 600, Memphis,

1 Tennessee. Defendant manufactured, produced, processed, marketed, distributed and sold
 2 benzene-containing Klean Kutter

3 **2.6** Defendant **UNION OIL COMPANY OF CALIFORNIA** is a California
 4 Corporation with its principle place of business located in San Ramon, California, and at all
 5 times relevant herein was and is doing business in the State of Washington and in King
 6 County, and may be served with process by serving its registered agent: Corporation Service
 7 Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant
 8 manufactured, produced, processed, marketed, distributed and sold benzene which was used
 9 as an ingredient in B-12 Chemtool, Kutzit and Klean Kutter, and benzene-containing solvents
 10 ingredients used in EIDP, Inc. automotive paint and solvent products. Defendant also
 11 blended B-12 Chemtool.

13 **2.5** Defendant **ASHLAND INC.** is a Delaware Corporation with its principal
 14 place of business in Wilmington, Delaware, and at all times relevant herein was and is doing
 15 business in the State of Washington and in King County, and may be served with process by
 16 serving its registered agent: CT Corporation System, 1801 West Bay Drive NW, Suite 206,
 17 Olympia, WA 98502. Defendant manufactured, produced, processed, marketed, distributed
 18 and sold benzene which was used as an ingredient in B-12 Chemtool, Kutzit and Klean
 19 Kutter, and benzene-containing solvents ingredients used in EIDP, Inc. automotive paint and
 20 solvent products. Defendant also blended B-12 Chemtool.

21 **2.6** Defendant **ASHLAND CHEMCO INC.** Successor-by-Merger to Ashland
 22 LLC is a Delaware Corporation with its principal places of business located in Covington,

1 Kentucky, and at all times relevant herein was and is doing business in the State of
2 Washington and in King County, and may be served with process by serving its principal
3 place of business: 50 E. Riverside Boulevard, P.O. Box 391, Covington, Kentucky 41012.
4 Defendant manufactured, produced, processed, marketed, distributed and sold benzene which
5 was used as an ingredient in B-12 Chemtool, Kutzit and Klean Kutter, and benzene-
6 containing solvents ingredients used in EIDP, Inc. automotive paint and solvent products.
7 Defendant also blended B-12 Chemtool.

8 **2.7** Defendant **HOUGHTON CHEMICAL CORPORATION**, is
9 Massachusetts Corporation with its principal place of business in Allston, Massachusetts, and
10 at all times relevant herein was and is doing business in the State of Washington and in King
11 County, and may be served with process by serving its principal place of business: 52
12 Cambridge Street, Allston, Massachusetts 02134. Defendant manufactured, produced,
13 processed, marketed, distributed and sold benzene which was used as an ingredient in Kutzit.

14 **2.8** Defendant **UNITED STATES STEEL CORPORATION**, is a Delaware
15 Corporation with its principle place of business located in Pittsburgh, Pennsylvania, and at all
16 times relevant herein was and is doing business in the State of Washington and in King
17 County, and may be served with process by serving its registered agent: Corporation Service
18 Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant
19 manufactured, produced, processed, marketed, distributed and sold Raffinate which
20 comprised approximately 90% of the chemical content of Liquid Wrench.

1 **2.9** Defendant **SHELL US, INC.**, is a Delaware Corporation with its principle
2 place of business located in Houston, Texas, and at all times relevant herein was and is doing
3 business in the State of Washington and in King County, and may be served with process by
4 serving its registered agent: CT Corporation System, 1801 West Bay Drive NW, Suite 206,
5 Olympia, WA 98502. Defendant manufactured, produced, processed, marketed, distributed
6 and sold benzene-containing solvent ingredients used in PPG Industries, Inc. automotive
7 paint and solvent products, EIDP, Inc. automotive paint and solvent products and The
8 Sherwin-Williams Company automotive paint and solvent products.
9

10 **2.10** Defendant **UNIVAR SOLUTIONS USA, LLC** is a Washington limited
11 liability company with its principle place of business located in Downers Grove, Illinois, and
12 at all times relevant herein was and is doing business in the State of Washington and in King
13 County, and may be served with process by serving its registered agent: Corporation Service
14 Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant
15 manufactured, produced, processed, marketed, distributed and sold benzene-containing
16 solvent ingredients used in B-12 Chemtool, PPG Industries, Inc. automotive paint and
17 solvent products, EIDP, Inc. automotive paint and solvent products and The Sherwin-
18 Williams Company automotive paint and solvent products.
19

20 **2.11** Defendant **PPG INDUSTRIES, INC.** is a Pennsylvania Corporation with its
21 principle place of business located in Pittsburgh, Pennsylvania, and at all times relevant
22 herein was and is doing business in the State of Washington and in King County, and may be
23 served with process by serving its registered agent: Prentice Hall Corporation System, 300

1 Deschutes Way SW, Suite 208 CSC1, Tumwater, WA 98501. Defendant manufactured,
2 produced, processed, marketed, distributed and sold benzene-containing automotive paints
3 and solvents, including but not limited to primers, wax and grease removers, lacquer paints,
4 lacquer thinners, enamel paints, enamel reducers, polyurethane paints, polyurethane reducers,
5 and wax and grease removers.

6 **2.12** Defendant **THE SHERWIN-WILLIAMS COMPANY** is a Ohio
7 Corporation with its principle place of business in Cleveland, Ohio, and at all times relevant
8 herein was and is doing business in the State of Washington and in King County, and may be
9 served with process by serving its registered agent: Corporation Service Company, 300
10 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant manufactured, produced,
11 processed, marketed, distributed and sold benzene-containing automotive paints and solvents,
12 including but not limited to primers, wax and grease removers, lacquer paints, lacquer
13 thinners, enamel paints, enamel reducers, polyurethane paints, polyurethane reducers, and
14 wax and grease removers.

16 **2.13** Defendant **EIDP, INC. f/k/a E.I. du Pont de Nemours & Co.** is a Delaware
17 corporation with its principal place of business in Wilmington, Delaware, and at all times
18 relevant herein was and is doing business in the State of Washington and in King County,
19 and may be served with process by serving its registered agent: CT Corporation System,
20 1801 West Bay Drive NW, Suite 206, Olympia, WA 98502. Defendant manufactured,
21 produced, processed, marketed, distributed and sold benzene-containing automotive paints
22 and solvents, including but not limited to primers, wax and grease removers, lacquer paints,
23

24 FIRST AMENDED COMPLAINT
FOR DAMAGES – Page 7 of 17

25 **WATERS KRAUS PAUL &
SIEGEL LLC**
3141 HOOD STREET, SUITE 700
DALLAS, TEXAS 75219
(214) 357-6244 - FACSIMILE (214) 357-7252

1 lacquer thinners, enamel paints, enamel reducers, polyurethane paints, polyurethane reducers,
 2 and wax and grease removers.

3 **III. FACTS**

4 **3.1** Plaintiff Glen Beach worked as a gasoline station attendant and automotive
 5 mechanic at a Texaco gasoline station in Wapato, Washington at times between 1970 and
 6 1974. His duties included, among others, pumping gasoline, taking inventory of gasoline
 7 storage tanks, cleaning parts, repairing tires and performing mechanical work.

8 **3.2** During this time and in the course of his work, Plaintiff was exposed on a
 9 daily basis to benzene-containing Texaco gasoline, Texaco Rubber Repair Kit, B-12
 10 Chemtool, Liquid Wrench and other benzene-containing products (hereinafter "Products"),
 11 through inhalation, breathing, smelling and/or dermal absorption by direct skin contact with
 12 the Products and clothing contaminated with the Products, all of which were distributed,
 13 supplied, marketed, refined and/or manufactured by Defendants named above.

14 **3.3** Plaintiff Glen Beach performed non-occupational automotive mechanical
 15 work and built and painted hot rods, motor cycles and other vehicles while living in Wapato,
 16 Washington from 1970 to 1974. During this time and in the course of these activities,
 17 Plaintiff was regularly and frequently exposed to benzene-containing Texaco gasoline,
 18 Texaco Rubber Repair Kit, B-12 Chemtool, Liquid Wrench, Savogran Kutzit, Savogran
 19 lacquer thinner, W.M. Barr Klean Kutter, duPont Lucite lacquer paints and lacquer thinner,
 20 duPont Imron paint and reducer, PPG Deltron lacquer paints and lacquer thinner, Sherwin-
 21 Williams Martin Senour lacquer paints and lacquer thinner, VHT aerosol paints, Dupli-Color
 22

1 aerosol paints and other benzene-containing products (hereinafter "Products"), through
2 inhalation, breathing, smelling and/or dermal absorption by direct skin contact with the
3 Products and clothing contaminated with the Products, all of which were distributed,
4 supplied, marketed, refined and/or manufactured by Defendants named above.

5 **3.4** Plaintiff Glen Beach performed mechanical work at motorcycle and
6 automotive repair shops Models Unlimited, Coppers Coat, Texas, Whatley's Motorcycles in
7 Coppers Coat, Texas and Killeen Suzuki in Killeen, Texas from 1975 to 1978; Lone Star
8 Cycle in Austin, Texas from 1979 to 1982; Village Toyota, in Austin, Texas from 1983 to
9 1987; Crown Motors Toyota in Round Rock, Texas from 1988 to 1995; Japanese Auto
10 Performance in Austin, Texas from 2000 to 2002; Crown Automotive in Austin, Texas from
11 2003 to 2005; Street Toyota from 2006 to 2007; automotive repair shops in the New Orleans
12 area including Harvey Ford from October, 2010 to November, 2011; automotive repair shops
13 in Albuquerque, New Mexico including Rich Ford from December, 2011 to July, 2012;
14 custom hot rod and automotive repair shop in Round Rock, Texas from July, 2012 to
15 September, 2014; Academy Car Care and Repair in Colorado Springs, from September, 2014
16 to February, 2015; Springs Auto and Truck in Colorado Springs, Colorado from February,
17 2015 to September, 2015; and Auto Medic, in Mandeville, Louisiana in December, 2015 to
18 December, 2016.

19 **3.5** During this time and in the course of these activities, Plaintiff was regularly
20 and frequently exposed to benzene-containing B-12 Chemtool, Liquid Wrench, Kutzit, Klean
21 Kutter, and other benzene-containing products (hereinafter "Products"), through inhalation,
22

1 breathing, smelling and/or dermal absorption by direct skin contact with the Products and
2 clothing contaminated with the Products, all of which were distributed, supplied, marketed,
3 refined and/or manufactured by Defendants named above.

4 **3.6** Plaintiff Glen Beach performed non-occupational automotive mechanical
5 work and built and painted hot rods, motor cycles and other vehicles from 1975 to 2016.
6 During this time and in the course of these activities, Plaintiff was regularly and frequently
7 exposed to benzene-containing B-12 Chemtool, Liquid Wrench, Kutzit, Klean Kutter and
8 other benzene-containing products (hereinafter "Products"), through inhalation, breathing,
9 smelling and/or dermal absorption by direct skin contact with the Products and clothing
10 contaminated with the Products, all of which were distributed, supplied, marketed, refined
11 and/or manufactured by Defendants named above.

13 **3.7** As the direct and proximate result of the Defendants' wrongful conduct, Glen
14 Beach contracted the cancer Myelodysplastic Syndrome (MDS) and was diagnosed with
15 MDS on or about November 28, 2024.

16 **3.8** Defendants failed to inform the users of their Products that gasoline is
17 carcinogenic and that their Products contained a known human carcinogen, i.e. benzene, and
18 that inhalation of benzene could occur and excessive dermal absorption of benzene could
19 occur from working with and around their Products.

21 **3.9** Defendants failed to inform the users of their products that exposure to
22 gasoline and that exposure to benzene from their Products Glen Beach were at an increased
23 risk for developing cancer.

1 **3.10** Exposures to these Products, and Defendants' failures, actions, and inactions,
 2 as detailed herein, were a legal cause of Glen Beach's cancer.

3 **IV. CAUSES OF ACTION**

4 **4.1** At all times material hereto, Defendants manufactured, marketed, distributed
 5 and sold the Products in a condition which made them defective and unreasonably dangerous.
 6 Such defects were a producing cause of the Plaintiff's MDS and the damages sought herein.
 7 Additionally, Defendants had knowledge and access to information that the Products they
 8 designed, manufactured, marketed and sold possessed unreasonably dangerous qualities and
 9 characteristics. Defendants knew of such dangers but failed to provide adequate warnings or
 10 instructions for safe use. Defendants had access to information about the dangerous
 11 characteristics of their benzene-containing products which should have been disclosed to
 12 customers and end users of the Products, including but not limited to workers such as Glen
 13 Beach. Thus, Defendants are liable to Plaintiff for negligence, gross negligence, and strict
 14 liability for design defects, marketing defects, misrepresentation, and breach of warranty. All
 15 of the foregoing were producing or proximate causes of the Plaintiffs' damages.

16 **4.2 *Negligence and Gross Negligence:*** Defendants, at all times material to this
 17 action had a duty to any and all consumers and end users, including Plaintiff, to exercise
 18 reasonable care in the creation, manufacturing, production, and distribution of their
 19 respective Products into the stream of commerce, including a duty to assure the products did
 20 not pose a significantly increased risk of injury, including, without limitation, leukemia.
 21 Defendants breached the duty owed to Plaintiff and were negligent as set forth below. Such
 22

1 acts and omissions constitute negligence and were a proximate cause of the illness, injuries
2 and damages sustained by Plaintiff. Defendants had actual awareness of the extreme degree
3 of risk associated with exposure to the carcinogenic and poisonous Products they utilized,
4 manufactured, processed, and/or distributed, and nevertheless proceeded with conscious
5 indifference to the rights, safety, and welfare of Plaintiff by failing to act to minimize or
6 eliminate these risks.

7

8 a. Defendants knew that the products they utilized, distributed, marketed, and/or
9 manufactured were deleterious, poisonous, carcinogenic, and highly harmful
10 to the Plaintiffs body and health; notwithstanding which, Defendants failed to
11 take any precautions or to warn the Plaintiff of the dangers and harm to which
12 he was exposed while handling these products.

13 b. Defendants knew that products used by or in proximity to Plaintiff were
14 carcinogenic, deleterious, and highly harmful to his body and health and that
15 Plaintiff would not have known of such dangerous properties; notwithstanding
16 which, the Defendants failed to provide the Plaintiff with sufficient knowledge
17 as to what would be reasonably safe and sufficient wearing apparel and proper
18 protective equipment and appliances to protect him from being damaged by
19 exposure to such products.

20 c. Defendants knew that the Products used by or in proximity to Plaintiff
21 contained carcinogenic and highly harmful substances to the human body and
22 health; notwithstanding with, the Defendants failed to take any precautions or

1 to exercise care by placing any warnings or cautions on the containers such
2 Products or the Products themselves, or otherwise assure that warnings and
3 cautions actually reached the Plaintiff and his employer, to warn the handlers
4 thereof the dangers to health in coming into with these Products;

5 d. The Defendants knew that the Products used by or in proximity to Plaintiff
6 contained deleterious and carcinogenic substances; notwithstanding which, the
7 Defendants failed to take reasonable care to warn the Plaintiff of said danger
8 and/or instruct the Plaintiff in the proper handling of said products or to take
9 proper precautions or exercise care to protect the Plaintiff from harm and
10 failed to timely adopt and enforce a safely plan method of handling Products;
11
12 e. Defendants knew or should have known that the Products that they introduced
13 into the stream of commerce were carcinogenic and failed to adequately warn;
14
15 f. Defendants supplied Products with marketing, design, and/or manufacturing
16 defects;
17
18 g. Such other acts or omissions of negligence gross negligence, malice and/or
19 strict products liability that may be proven at trial.

20 **4.3 *Strict Liability:*** The Products to which Plaintiff was exposed were
21 designed, produced, manufactured, marketed, sold and/or otherwise put into the stream of
22 commerce by Defendants, and were used for their intended purpose. The Products were not
23 reasonably safe as designed. At the time of manufacture, the likelihood that the Products
24 would cause the Plaintiff's harm or similar harms, and the seriousness of those harms,

outweighed the burden on the manufacturer to design a product that would have prevented those harms and the adverse effect that an alternative design that was practical and feasible would have on the usefulness of the product. The products were not reasonably safe because adequate warning or instructions were not provided with the product. At the time of manufacture, the likelihood that the product would cause the Plaintiff's harm or similar harms, and the seriousness of those harms, rendered the warnings or instructions of the manufacturer inadequate and the manufacturer could have provided adequate warnings or instructions. Defendants' failures rendered the Products unreasonably dangerous at the time they left the hands of the Defendants and were the proximate cause of the illness, injuries and damages sustained by the Plaintiff.

4.4 *Breach of Warranty:* Defendants were merchants with respect to their benzene-containing Products. In connection with the manufacture, design, assembly, sales, supply, delivery, handling, marketing, advertising and instructing in the use of benzene-containing Products, Defendants warranted, either expressly or impliedly, that their Products were merchantable, when in fact they were not. These Products were unfit for the ordinary purposes or uses for which they were intended, including their use and handling by human beings. Further, these Defendants breached express and implied warranties under all applicable Washington state statutes and under common law.

V. DAMAGES

5.1 Plaintiffs have sustained the following damages as a result of the conduct of Defendants: Loss of consortium, physical pain and suffering, increased risk of death, further

**FIRST AMENDED COMPLAINT
FOR DAMAGES – Page 14 of 17**

**WATERS KRAUS PAUL &
SIEGEL LLC**
3141 HOOD STREET, SUITE 700
DALLAS, TEXAS 75219
(214) 357-6244 - FACSIMILE (214) 357-7252

illness, injury and disease, mental and emotional distress, loss of past and future wage income, lost future earning capacity, lost past and future medical and out of pocket expenses and other damages to be proven at trial.

WHEREFORE, Plaintiffs pray for judgment against each Defendant as follows:

Judgment in such amount as will fully and fairly compensate Plaintiffs for the losses suffered as a result of the above-described conduct of the Defendants.

Pre-judgment interest on these losses;

Such reasonable attorneys fees as are authorized by law;

All costs authorized by law;

Such further relief as the Court or the jury deems just and equitable.

Respectfully submitted, this 7th day of May, 2025.

WATERS KRAUS PAUL & SIEGEL

/s/ Patrick J. Wigle

Patrick J. Wigle, WSBA No. 63338

3141 Hood Street, Suite 700

Dallas, Texas 75219

Phone: (214) 357-6

Fax: (214) 357-7252

**FIRST AMENDED COMPLAINT
FOR DAMAGES – Page 15 of 17**

**WATERS KRAUS PAUL &
SIEGEL LLC**
3141 HOOD STREET, SUITE 700
DALLAS, TEXAS 75219
(214) 357-6244 - FACSIMILE (214) 357-7252

CERTIFICATE OF SERVICE

I certify that on the date shown below I sent a copy of the foregoing via E-mail and King County ECR/e-service to the following:

Counsel for Shell USA, Inc.:

Nancy M. Erfle
Noah Gordon
GORDON REES SCULLY MANSUKHANI LLP
1300 SW Fifth Ave., Suite 2000
Portland, OR 97201
nerfle@grsm.com
ngordon@grsm.com
PORAsbestos@grsm.com

Counsel for W.M. Barr & Company, Inc.:

Steve Wraith

Tim Rosewell

Lee Smart, P.S., Inc.

701 Pike Street, Suite 1800
Seattle, WA 98101
206-624-7990

SGW@Leesmart.com
TJR@Leesmart.com
SR@Leesmart.com
MVS@Leesmart.com
KLS@Leesmart.com

Anticipated Counsel for Texaco Inc. and Union Oil Company of California:

Jennifer Bonneville

Alston & Bird

350 South Grand Avenue
51st Floor
Los Angeles, CA 90071
[Redacted] [Redacted] [Redacted]

Jennifer.bonneville@alston.com

Anticipated Counsel for The Savogran Company:

Brian M. Ledger

Gordon Rees Scully Mansukhani, LLP

101 W. Broadway, Suite 2000

San Diego, CA 92101

bledger@grsm.com

**FIRST AMENDED COMPLAINT
FOR DAMAGES – Page 16 of 17**

WATERS KRAUS PAUL &

SIEGEL LLC

3141 HOOD STREET, SUITE 700

DALLAS, TEXAS 75219

(214) 357-6244 - FAXSIMILE (214) 357-7252

1
2 DATED May 7, 2025.
3

s/ Kelley Hathcock _____
4 Kelley Hathcock
Paralegal
5 Khathcock@waterskraus.com
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

FIRST AMENDED COMPLAINT
FOR DAMAGES – Page 17 of 17

**WATERS KRAUS PAUL &
SIEGEL LLC**
3141 HOOD STREET, SUITE 700
DALLAS, TEXAS 75219
(214) 357-6244 - FACSIMILE (214) 357-7252